

# Contracted Employee Policies

As a BOWEN Contract Employee, you are a part of Western Canada's most dynamic and innovative workforce solutions company. We are a company that celebrates making a difference, out-of-the-box thinking and unparalleled service delivery. We encourage you to live your best life, work hard and have fun! Together, we can achieve great things, make a difference to our community and change the lives of those we serve.

## Our Shared Values

Our organizational values are the pillars of our success. They help define our culture and personality.

**HIGH PERFORMANCE:** We aspire to be great

**COMMUNICATION:** We are open, honest and approachable with everybody, everyday

**COLLABORATION:** Together we can

**PASSION:** We love what we do and do what we love

**CONNECTION:** It's about relationships: within our community, with each other and with the people we serve.

## BOWEN is Your Employer

Technically and legally, while on assignment with our clients you are employed by BOWEN Workforce Solutions Inc. Although your on-site supervisor will provide instructions on the specific tasks that you are to perform, you remain an employee of BOWEN for the duration of your assignment with our client. While on assignment with our client, you are expected to adhere to the policies of both BOWEN and our client. BOWEN's employment policies are outlined below:

## Confidentiality

While on assignment with our clients you will have access to confidential property and information of BOWEN and our clients and our client's customers. All confidential information, trade secrets, or property that you have access to or acquire in relation to your assignment can be used only for the benefit of BOWEN, our clients and/or our client's customers, as the case may be.

You agree that you will not, either during the course of your assignment or at any time after your assignment terminates, disclose or use any confidential information for any purpose other than to further the interests of BOWEN or our clients, as the case may be.

Upon conclusion of your assignment, you will return to BOWEN and/or our client all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, materials, equipment, or any other documents properly belonging to our client, together with any copies or reproductions, which may have come into your possession during the course of your assignment. In signing below you hereby acknowledge and agree to this condition of employment.

## Work Product

You agree that all work products produced for and on behalf of BOWEN while on assignment with our client is the property of BOWEN or our client, as the case may be. You hereby assign and transfer to BOWEN or our client, as the case may be, all of your right, title and interest in any products, services or technology made, developed, discovered or conceived solely by you or jointly with others during the term of your assignment.

This applies to work product that was developed during or outside your regular working hours. However, this section will not apply to any work product which you develop outside your regular working hours if such work product was:

- not within the scope of your assignment duties;
- developed without the use of BOWEN or our client's confidential information; and
- developed without the use of any of BOWEN or client's corporate resources.

At BOWEN or our client's request and expense, you must promptly execute a written assignment of all rights, title and interest, whether in law or in equity, to BOWEN or our client, as the case may be, relating to the

intellectual property in any work product as contemplated in this Agreement. The assignment must be in a form acceptable to BOWEN or our client, as the case may be. The work product is considered confidential information and is subject to the obligations of confidentiality set out above. You waive any moral rights that you may have by virtue of the provisions of the Copyright Act (Canada) or other similar law.

You also agree that at the request and expense of BOWEN or our client, you will execute in their favour, any other documents which may be necessary or desirable for the transfer of all of your rights, title and interest in all products, services or technologies. This includes the preparation, execution and filing in the Canadian patent office, the U.S. Patent and Trademark Office, and any patent offices of foreign countries.

## Equal Opportunity Employment

BOWEN does not discriminate against applicants because of age, color, disability, gender, marital status, national origin, race, religion or any status protected by the applicable Human Right Codes.

## Respectful Workplace

Every employee has the right to work in an environment free of harassment and where respectful treatment is the norm. All BOWEN employees are expected to conduct themselves using the principles of reasonableness and respect for the rights of others. Actions which constitute harassment, retaliation, or bad faith complaints will not be tolerated.

Harassment is a pattern of behavior or repetitive conduct, comments, gestures or physical contact that a reasonable person should know would be unwelcome, inappropriate or otherwise offensive to an individual or group of individuals and where such behavior has the effect of:

- Intimidating or creating a hostile, threatening or coercive work environment;
- Negatively interfering with an employee's work performance;
- Adversely affecting an employee's employment relationship;
- Denying an employee's respect or dignity; and/or
- Endangering a person's safety.

Harassment as defined in this Policy is not limited to behavior in the workplace. It can occur in BOWEN's office or in the office of a client. It can also occur in a variety of work-related activities such as company social functions, conferences, training sessions or travel.

BOWEN has a policy of zero-tolerance for intimidation, harassment and/or violence, and you are aware that unacceptable conduct on your part will be subject to prompt disciplinary action up to and including termination of your employment through BOWEN.

## Attendance

As a BOWEN employee or contractor, you are expected to be ready to work on time each day and remain at your worksite for the office/shift hours set out as part of your assignment or contract. If you are unable to meet the work hours obligations it is reasonable to expect your assignment or contract will be terminated early.

## Dress Code

Appropriate dress may vary from assignment to assignment depending on the work location and the occasion. Remember your attire and demeanor reflects on you, the client you are working at and BOWEN. Common sense and sound judgment should prevail when making decisions relating to attire. Your BOWEN representative will support you with any questions you may have in this regard.

## Workday, Overtime and Rest Periods

BOWEN Employees are paid for hours worked in accordance with Provincial Employment and/or Labour Standards. Expected hours of work will be established at the beginning of an assignment or contract. Should it be requested or required that you work additional hours or should your regularly scheduled work hours change, BOWEN must receive notification of such in writing from an authorized individual associated with

your assignment or contract. In the absence of written notification of a change, it is possible that overtime worked will not be approved or paid to you.

BOWEN requires all Employees be provided with rest periods that at least meet employment standards for the province in which they are working. It is important to know that your supervisor has the sole authority to establish the timing and length of your rest periods.

## Vacation and Time Off

An additional 4% (or greater as required by Provincial Employment and/or Labour Standards) vacation pay will be added on each pay deposit. Time taken off for vacation will be time without pay and needs to be communicated in writing to your BOWEN representative and approved by the client. BOWEN requests at least 2 weeks notification of vacation time requested in order to coordinate approvals. In the event the client does not approve the time off request, BOWEN will advise you.

## Statutory Holidays

All BOWEN employees and contractors who qualify for statutory holidays will be paid in accordance with Provincial Employment and/or Labour Standards.

## Sick Days

Sick days are unpaid for BOWEN contractors. If you miss a day due to illness of yourself or dependents, contact your BOWEN representative prior to your regular shift start. Excessive sick time can result in the needs of your supervisor not being met and result in termination of your assignment or contract.

## Unexpected Time Off

Unplanned life events happen. In the event that you are unable to meet the work and attendance obligations of your assignment or contract, and if this results in your supervisor's needs not being met, it is reasonable to expect early termination of your assignment or contract.